

**INVITATION FOR BID**

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STATE OF MISSOURI  
OFFICE OF STATE PUBLIC DEFENDER

Title: Printer Maintenance Contract

Contract Period: 6/09/08 – 6/09/11

Submit Bid by Email No Later Than:  
Date: May 21, 2008; Time: 11:00 a.m.

Award Date no later than: June 1, 2008

**E-mail bid to:**

Cyndee.Brashears@mspd.mo.gov

**Questions about bid content to:**

[Mary.willingham@mspd.mo.gov](mailto:Mary.willingham@mspd.mo.gov)

The subject line of the email should indicate the bid title: Printer Maintenance Contract FY08.

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The bidder hereby agrees to furnish services, at the prices quoted, pursuant to all requirements and specifications contained in this document and further agrees that the language of this document shall govern in the event of a conflict with his or her bid.

Printed Name	
Title	
Company	
Date	
Mailing Address	
City	
State	
Zip	
State Vendor No. (if known)	
Social Security or Federal Tax #	

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## **PART ONE**

### **INTRODUCTION**

#### **1. The Public Defender System**

- 1.1. The Missouri State Public Defender System was established on April 1, 1982. Our purpose is to provide defense services to individuals who are charged with a criminal offense and have no means of affording representation; a right defined in both the United States and Missouri constitutions. The Public Defender is part of the Judicial Branch of Missouri State Government.

#### **2. General Information**

- 2.1. This document constitutes a request for sealed bids for on-site maintenance of printers at 39 locations throughout the state of Missouri in accordance with the provisions of this document. List of office locations and addresses is available at:  
[http://www.publicdefender.mo.gov/about/offices\\_and\\_contacts.htm](http://www.publicdefender.mo.gov/about/offices_and_contacts.htm)

#### **3. Organization Document**

- 3.1. For purpose of ease of use only, this document is divided into four parts:

Part One	Introduction
Part Two	Contractual Requirements
Part Three	Specific Contractor Requirements for Implementation
Part Four	Bidder's Instructions and Requirements

**PART TWO**

**CONTRACTUAL REQUIREMENTS**

1. Contract Period:

- 1.1. The original contract period shall be as stated on page one of the Invitation for bid (IFB). The contract shall not bind, nor purport to bind, the State for contractual commitment in excess of the original contract period.

2. Contract Price:

- 2.1. The State shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

3. The contractor shall not invoice federal excise tax. The State of Missouri is tax-exempt.

4. Applicable State Laws and Encumbrances:

- 4.1. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable. The contractor must be registered and must maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulation.

5. Conflict of Interest:

- 5.1. In accordance with all applicable provisions of the Revised Statutes for the State of Missouri, no official or employee of the state agency or its governing body and no other public official of the State of Missouri who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the project covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed contract.
- 5.2. The contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The contractor further covenants that no person having any such known

interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

**6. Liabilities, Rights, and Remedies:**

- 6.1. The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or his/her employees arising out of the ownership, selection, possession, operation, control, use, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.
- 6.2. No provision in this document or in the contractor's response shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract made by the contractor.
- 6.3. The contractor shall be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 6.4. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title, and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular goods or services purchased or procured by the contractor in the fulfillment of the contract with the Office of State Public Defender.
- 6.5. The Office of State Public Defender may cancel the contract at any time for material breach of contractual obligations by providing the contractor with a written notice of such cancellation. Prior to issuing such a notice, the Office of State Public Defender will provide the contractor with an opportunity to cure the breach within a reasonable period of time. Should

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the Office of State Public Defender exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor.

- 6.6. The Office of State Public Defender reserves the right to terminate the contract for the convenience of state government without penalty or recourse by giving the contractor a written notice of such termination at least 30 calendar days prior to termination. The contractor shall be entitled to receive just and equitable compensation for that work completed pursuant to the contract prior to the effective date of termination.

### **7. Contract Documents:**

- 7.1. The contract between the Office of State Public Defender and contractor shall consist of: (1) the Invitation for Bid (IFB), and any amendments thereto, and (2) the contractor's response to the Invitation for Bid. The office reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the IFB or the contractor's response. In all other matters not affected by written clarification, if any, the IFB shall govern. The bidder is cautioned that his/her response shall be subject to acceptance without further clarification.
- 7.2. To the extent that a provision of the contract is contrary to the constitution or laws of this state or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractors and the Office of State Public Defender.
- 7.3. If approved by the Office of State Public Defender in writing, the contractor may subcontract for those services described herein provided that any subcontracts include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Office of State Public Defender and to ensure that the Office of State Public Defender is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Office of State Public Defender and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible

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for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the services in the contract shall in no way relieve the contractor of the responsibility for providing the services as described and set forth herein.

### **8. Amendments to Contract:**

- 8.1. No modification of any provision in the contract shall be made or construed to have been made unless such modification is mutually agreed to in writing by the contractor and the Office of State Public Defender and incorporated in a written amendment to the contract approved by the Office of State Public Defender prior to the effective date of such modification.

### **9. Assignments:**

- 9.1. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Office of State Public Defender.
- 9.2. The contractor shall agree and understand that, in the event the Office of State Public Defender consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the Office of State Public Defender pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime contractor in accordance with all terms, conditions, and provisions of the contract.

### **10. Communications and Notices:**

- 9.1 Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed on the signature page of the contract or at such address as the contractor may have requested in writing.

**11. Bankruptcy or Insolvency**

11.1. In the event of any proceedings by or against the contractor, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of the contractor, or in the event of breach of any of the terms hereof including the warranties of the contractor, the Office of State Public Defender may cancel the contract or affirm the contract and hold the contractor responsible for damages.

**12. Inventions, Patents, and Copyrights:**

12.1. The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or inequity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

**13. Titles:**

13.1. Title of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

**14. Nondiscrimination In Employment:**

14.1. In connection with the furnishing of supplies and performance of work under the contract, the contractor and all subcontractors shall agree to the following:

14.1.1. Not to discriminate against recipients of services on the basis of race, color, religion, national origin, sex, handicap, or age.

14.1.2. Not to discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, sex, or otherwise qualified handicapped status.

14.1.3. Not to discriminate against any applicant for employment or employee on the basis of age, where such applicant or employee is between ages 40 and 70 and where such contractor employs at least 20 persons.



- 14.1.4. Not to discriminate against any applicant for employment or employee on basis of that person's status as a disabled or Vietnam-era veteran, if the compensation payable to the contractor or subcontractor is at least \$10,000 within a fiscal year.

**15. Americans with Disabilities Act:**

- 15.1. In connection with the furnishing of goods and services under the contract, the contractor and contractor's subcontractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

**16. Insurance:**

- 16.1. The contractor shall understand and agree that the State of Missouri (its departments and employees) does not maintain commercial liability insurance. The contractor shall further understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense.

**17. Contractor Status:**

- 17.1. The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

**PART THREE**

**SPECIFIC CONTRACTOR REQUIREMENTS**

**1. Requirements**

**1.1. Pricing:**

The bidder must provide a total, firm, fixed yearly price for the labor and services necessary to provide the requirements of this Printer Maintenance Contract.

**1.2. General:**

1.2.1. The contractor shall provide all travel, labor, printer parts, and services necessary to provide printer maintenance. The contract includes the on-site repair or replacement of printers and the completion of preventive service maintenance on a scheduled and as-needed basis.

1.2.2. A list of the location number and model of printers are attached in a spreadsheet named: 2008Printerinventory.

1.2.3. A listing of office locations are attached in document named: 2008Officelisting.

**1.3. Specifics:**

The Office of State Public Defender Information Technology staff will function as a single point of contact for the Contractor. The Contractor will be expected to report completion of maintenance directly to the OSPD Information Technology staff. This printer maintenance contract includes the reinstall of printer drivers when necessary under the supervision and direction of the IT Department. Contractor will be the single point of contact for the Office of State Public Defender.

1.3.1. Contractor must state if he/she plan to acquire his/her own inventory of parts and printers or if he/she will be ordering necessary items on demand. If inventory is being kept, list city where the hardware will be stored.

1.3.2. Preventive maintenance should be completed twice yearly by location.

1.4. Insurance:

Contractor must maintain sufficient insurance to cover the potential replacement cost of the hardware that is stored at the contractor location.

1.5. Staffing requirement:

Contractor must maintain sufficient staff to complete this contract and meet maximum deadlines.

1.5.1. A maximum deadline for replacing or repairing all printers is 16 business hours.

1.5.1.1. A business hour is defined as Monday through Friday, 8:00 a.m. to 5:00 p.m.

Example: Office of State Public Defender IT staff calls contractor at 3:00 p.m. on Tuesday to report a problem with a printer. Contractor would be responsible for fixing or replacing the printer by 2:00 p.m. on Thursday.

2 hours on Tuesday + 8 hours on Wednesday + 6 hours on Thursday = 16 business hours.

1.5.2. Contractor can list which locations, if any, he/she expects to complete repairs under the maximum described above.

1.5.3. Contract can list which locations, if any, he/she expects to complete at the maximum described above.

1.6. The contractor must state whether or not he/she is an Authorized HP service provider.

1.7. The contractor must agree to comply with all prevailing wage determination requirements. The Office of State Public Defender will supply the contractor with the prevailing wage requirements upon award of this contract.

1.8. The contractor shall furnish all labor and material necessary for the successful completion of the work described herein except as otherwise noted.

1.9. All work and materials shall comply with State and Federal laws, municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdictions. If the contractor's work is at any

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time in violation of applicable codes, the contractor shall correct the situation at no cost to the State.

1.10. All work must be completed in a neat, workmanlike manner, consistent with industry practices.

1.11. Contractor may list any other services offered that were not specifically stated but are included in the firm fixed price.

### **2. Experience**

2.1. Contractor must provide a list of at least three current customers for whom essentially identical and/or similar contracts have been awarded.

- A. Company Name
- B. Contact Name
- C. Contact's Title
- D. City and State
- E. Telephone Number
- F. Description of service provided

2.2. Contractor should describe specifically any additional experience of his/her organization relevant to the proposed service.

### **3. Subcontractor Information**

3.1. The contractor must describe how she/he intends to function as a single point of contact for the Office of State Public Defender regardless of any subcontract arrangements. This includes responsibilities and liabilities of the contractor for all problems relating to the service.

3.2. The contractor must fully identify by location all subcontractor(s) that will be utilized.

- A. Public Defender Location
- B. Subcontractor Name
- C. Address

3.3. The contractor must list three references for each subcontractor.

3.4. The Contractor must detail the experience of each subcontractor.

**PART FOUR**

**BIDDER'S INSTRUCTIONS AND REQUIREMENTS**

**1. Bid Evaluation/Contract Award**

1.1. Printer maintenance award will be evaluated with the following breakdown:

40% Price  
60% Service and Experience

1.2 It is understood between the parties that monies to fund the maintenance and all other payments due under this agreement are annually appropriated by the Missouri General Assembly for one fiscal year beginning on July 1. It is understood and agreed by the parties that this agreement shall not be binding upon the Office of State Public Defender unless and until general appropriations have been made by the Missouri General Assembly for payment of maintenance or for any other payment under this agreement on behalf of the Office of State Public Defender for any fiscal year during the initial period or any renewal or extension period of this Agreement

1.3 Payments will be made twice a year each year.

1.4 The Office of State Public Defender reserves the right to reject any and all bids.

1.5 A question-and-answer conference with the bidder may be conducted prior to the award of the contract. In addition, the bidder may be asked to make an oral presentation of his/her bid during the question-and-answer conference. Attendance cost at the conference shall be at the bidder's own expense. The Office of State Public Defender shall coordinate all arrangements and scheduling.